

RICHARD. I HAVE ALL THE
ORIGINALS IN THIS PAPER CLIP.
NOTARIZED

AGREEMENT



Agreement Between Miles Colcock, (hereafter Miles) whose residence is 126 Creekside Drive, Florence, Alabama 35630 and Joey Leavitt (hereafter Joey) whose residence is 149 Roxie Drive, Florence, Alabama 35633, co-inventor's of the BullsEye Interface System, (hereafter BullsEye), for the purpose of Development and or sale the BullsEye.

1.1 Miles and Joey (hereafter INVENTORS) give each other full authority to develop the BullsEye as needed, with the final intent of getting the BullsEye sold.

(Originally the BullsEye was developed by INVENTORS as an interface for Microstation. Both INVENTORS see that there is potential with other windows based programs as an interface and they both wish to have the BullsEye developed with expediency in order to receive proceeds from sale of BullsEye.)

- 1.2 INVENTORS give each other authority to make an Agreement and or Contract with investor and or third party, (hereafter Partner) for purpose of developing and or selling the BullsEye.
- 1.3 In the case that a Partner invests time and or money towards development of BullsEye, the Partner will receive a percentage of ownership of the Bullseye as per Agreement and or Contract, See section 1.2 above. INVENTORS will equally own the remainder of percentage of BullsEye not owned by Partner, as per Agreement and or Contract, See section 1.2 above and equally split any profit coming from the development and or sale of the BullsEye.
- 1.4 In the case that an individual or company wants to purchase the Bullseye outright, INVENTORS have the authority to make the Agreement to sell the BullsEye, equally splitting all proceeds from sale as stated in Section 1.3 above.
- 1.5 INVENTORS will keep the other Informed on a monthly basis as to any progress in written form.
- 1.6 If any dispute arises in connection with this Agreement or the development or sale of the BullsEye, INVENTORS may choose to refer the dispute to the arbitration rules of the American Arbitration Association, in which case, parties agree to arbitrate the dispute which agreement shall be this Agreement that is specifically enforceable. The award rendered shall be final and judgment may be entered upon that award.
- 1.7 In the event that any dispute in connection with this Agreement the development or sale of the BullsEye, the prevailing party shall be entitled to reasonable attorney's fees in addition to all other relief to which he may be entitled, including the accrual of interest on money owed at 1.5% per month.
- 1.8 Alabama law shall govern this Letter of Agreement.

Miles Colcock, 

Date 3/23/98

Joey Leavitt, 

Date 3/23/98